

City Clerk File No. Ord. 15.166

Agenda No. 3.C 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.166

TITLE: AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 1705, LOTS 18, 20 & 21, MORE COMMONLY KNOWN AS 612-616 COMMUNIPAW AVENUE, FOR A COMMUNITY GARDEN

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt A Lot" Program; and

WHEREAS, the City owns Block 1705, Lots 18, 20 and 21 on the official tax map of the City and which is more commonly known as 612-616 Communipaw Avenue; and

WHEREAS, Block 1705, Lots 18, 20 and 21 are lots suitable for gardening and such use will transform these vacant lots which are currently filled with weeds and debris and improve and enhance the area and; and

WHEREAS, the Jackson Hill Main Street Management Corporation is a non-profit corporation with offices located at 99 Monticello Avenue in Jersey City and which seeks to lease Block 1705, Lots 18, 20, and 21 pursuant to the City's "Adopt A Lot Program" in order to create a community garden thereon; and

WHEREAS, the Jackson Hill Main Street Management Corporation ("the Lessee") understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever; and In particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

WHEREAS, the lease term will be for one (1) year beginning as of December 17, 2015 and ending December 16, 2016 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 17905, LOTS 18, 20 & 21, MORE COMMONLY KNOWN AS 612-616 COMMUNIPAW AVENUE, FOR A COMMUNITY GARDEN

WHEREAS, the consideration for the lease shall be one dollar (\$1.00) a year and other good and valuable considerations; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute a lease of Block 1705, Lots 18, 20 and 21 on the official tax map of the City and more commonly known as 612-616 Communipaw Avenue, with the Jackson Hill Main Street Management Corporation for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program".
2. The term of the Lease Agreement shall be one (1) year commencing as of December 17, 2015 and terminating on December 16, 2016 one dollar (\$1.00) a year.
3. The form of the Lease is attached hereto and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.
 - A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
 - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 11/12/14

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____

Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 17905, LOTS 18, 20, & 21, MORE COMMONLY KNOWN AS 612-616 COMMPUNIPAW AVENUE, FOR A COMMUNITY GARDEN

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This ordinance authorizes the City of Jersey City to enter into a lease with Jackson Hill Main Street Management Corporations. The Jackson Hill Main Street Management Corporation ("the Lessee") understands that the properties leased to non-profit corporations or associations participating in the City's "Adopt-a Lot" program are to be used for gardening and for no other purpose whatsoever; and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises.

I certify that all the facts presented herein are accurate.


Signature of Department Director

11.13.15
Date

EXHIBIT A

ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City"/Department of Public Works "DPW" to _____ ("Lessee") for the operation of an Adopt-A-Lot Garden located at _____ (address) on _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered by the Department of Health and Human Services through the Adopt-A-Lot Program Officer ("Officer"), which is currently located at 199 Summit, Unit F Jersey City, NJ 07306.

1. Term

This Lease is issued to Lessee for a term (the "Term") of one year beginning _____ and ending _____ unless earlier terminated. The Lease may be renewed by the Director of the Department of Public Works ("Director") at his discretion if Lessee successfully completes the obligations set forth in this Lessee.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated by Lessee as its "Contact Person."

Current Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Lessee shall promptly notify DPW and the Division of Planning of any change in contact person or of the address or telephone number(s) provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

- A. This Lease is specifically entered into for the purpose of Lessee's designing and installing a plant garden and thereafter maintaining such garden and all plants and structures contained therein (including, but not limited to, all fences, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.
- B. Before taking possession of the leased premises, Lessee shall do the following:
 - a. Lessee shall notify the Director and then the Contact Person and the Officer shall inspect the premises together for the purpose of locating and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Director determines that a dangerous condition exists on the

premises that cannot be remedied at a cost deemed reasonable by the Director, then the City shall have the right to terminate the Lease immediately.

C. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Department of Health and Human Services.
- b. Lessee shall post a sign approved and provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program and the Department of Public Works.
- c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.

D. Within six months of the issuance of this license, or sooner if applicable, Lessee agrees to the following:

- a. Lessee shall design and install a plant garden.
- b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
- c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
- d. Lessee shall open the Garden to the public, as required by Section 8.
- e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.

E. Upon execution of the Lease, the Lessee agrees to the following:

- a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
- b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
- c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, New Jersey State, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by DPW to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
- d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of DPW.
- e. Provide two reports each year, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a

list of current Garden members, and any current concerns or problems that the Lessee believes DPW should be made aware of or a problem fulfilling any of the requirements specified in this lease.

- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Department of Health and Human Services with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify DPW of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the DPW and the Officer.

6. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the DPW.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from DPW, and, where applicable, the Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of 5 Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals shall reside in the Garden. Dogs may never reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services); provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.

- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to NJSA 40A12-15(l). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving 10 days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

7. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this lease or of the rules established by the City, and upon failure to discontinue such violation within ten days after notice to the Lessee, this lease shall, at the option of the City, become void. Notwithstanding the above, the DPW and/or City may terminate this Lease without advance notice for any of the following reasons: 1) Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same; 2) Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity; 3) the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the lease at its convenience without cause by giving written notice 60 days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

8. Access

- A. Gardens are required to keep their gates open for a minimum of 20 hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer. DPW and the Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, may terminate this Lease.
- B. The City, its representatives, the DPW, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

9. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools and other unused items provided by DPW to DPW within thirty days of receipt of a notice of termination. DPW retains the right to keep for its own use any items left in the Garden after this Lease expires or is terminated.

If the Lessee shall remain in the premises after the expiration of the term of this lease without having executed a new written lease with the City, such holding over shall not constitute a renewal or extension of this lease. The City may treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

10. Indemnification

The City shall indemnify and hold the Lessee and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee occupancy and use of the leased premises. The City shall defend any suit against the Lessee, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false, or fraudulent.

11. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be

performed pursuant to this Lease were not and are not directed by DPW and the City, and the City and the DPW assume no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

12. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

13. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

14. No Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

15. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance; workers' compensation, disability benefits and social security.

16. No Claim Against Officers, Agents, or Employees

No claim whatsoever shall be made by Lessee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

17. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

18. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

DPW Director

Contact Person

Lessee (Garden or Group Name)

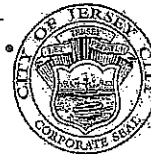
Officer

Department of Health and Human Services Director

Approved as to Form

City Clerk

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.166
 TITLE: 3.C NOV 24 2015 4.B DEC 16 2015

An ordinance authorizing the City of Jersey City enter into a lease with Jackson Hill Main Street Management Corporation for the use of Block 17905, Lots 18, 20 & 21, more commonly known as 612-616 Communipaw Avenue, for a community garden.

RECORD OF COUNCIL VOTE ON INTRODUCTION NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>COLEMAN</u> to close P.H. 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE		ABSENT		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE		ABSENT		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

NOV 24 2015

Adopted on first reading of the Council of Jersey City, N.J. on _____

DEC 16 2015

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **DEC 16 2015**

Robert Byrne, City Clerk
 Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date

DEC 16 2015

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date

DEC 22 2015

Date to Mayor

DEC 17 2015

City Clerk File No. Ord. 15-167

Agenda No. 3-D 1st Reading

Agenda No. 4-C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.167
ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER
TITLE: INTO A MONTH-TO-MONTH TENANCY WITH RESCORE
MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711
MONTGOMERY STREET

WHEREAS, the City of Jersey City ("City") has a need for off-street parking for residents and business invitees in the area known as McGinley Square; and

WHEREAS, Rescore Montgomery LLC ("Rescore"), is the owner of a vacant lot located at 711 Montgomery Street ("Property"); and

WHEREAS, the "City" and Rescore Montgomery LLC desire to enter into a lease agreement for the vacant lot at 711 Montgomery Street; and

WHEREAS, the "City" will lease certain space within McGinley Square located at 711 Montgomery Street to be used for off-street parking; and

WHEREAS, the "City" has agreed to a Month to Month Tenancy effective January 1, 2016; and

WHEREAS, the payment of rent shall be at a rate of \$1.00 per month for a total of \$12.00 per year; and

WHEREAS, the "City" shall be responsible for obtaining an exemption for the Property from real estate taxes; and

WHEREAS, if the "City" is unable to obtain the exemption, the "City" shall pay the real estate taxes which are approximately \$50,000.00 per year; and

WHEREAS, the City shall have the right to terminate the Lease at any time; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease agreement of real property or personal property; and

WHEREAS, the sum of \$50,000.00 will be made available in the 2016 temporary, permanent and future Calendar Year Budgets in account # 01-201-31-430-303; and

NOW THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Rescore Montgomery, LLC subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel.
 2. The term of the Lease Agreement is a month-to-month tenancy effective January 1, 2015 at a cost of \$1.00 per month for a total of \$12.00 per year.
 3. The "City" shall be responsible for obtaining an exemption for the "Property" from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year; and
 4. The "City" shall have the right at its convenience to terminate the Lease Agreement at any time without cause.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section in the numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: Ann Marie Miller Paul State Manager

APPROVED: _____

Business Administrator

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide parking for residents and business invitees in the area known as McGinley Square.

The term of this Lease Agreement shall take effect as of January 2, 2016 on a month to month basis at a cost of \$1.00 per month or \$12.00 per year.

The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/18/15

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on _____, 2015

Between
RESCORE MONTGOMERY LLC, a Delaware
Limited liability company
c/o Joseph DiCristina
One Town Center Road, Suite 600
Boca Raton, Florida 33486

"Landlord"

And THE CITY OF JERSEY CITY

with offices at 280 Grove Street
Jersey City, N.J. 07302

"Tenant"

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises as of January 1, 2016:

The entire premises at 711 Montgomery Street, Jersey City, New Jersey, more specifically described on Schedule A attached hereto for a month to month tenancy, commencing on January 1, 2016 subject to Section 26 hereof and to be used and occupied only for the sole purpose of a parking lot for motor vehicles.

UPON the following Conditions and Covenants:

1. Payment of Rent.

The term of this Lease is MONTH-TO-MONTH. The Tenant covenants and agrees to pay to the Landlord, monthly rent in the sum of \$1.00 per month commencing as of January 1, 2016, plus any other Tenant obligations described herein.

2. Repairs and Care.

The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises to the Landlord vacant and free from any motor vehicles, debris or trash. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances and shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

No hazardous waste, toxic or flammable materials shall be stored or kept on the subject premises at any time. Tenant shall cut the grass, if necessary, and keep the premises in orderly condition.

3. Alterations and Improvements.

No alterations, additions or improvements shall be made, or shall be installed in or attached to the premises, without the written consent of the Landlord.

4. Utilities.

The Tenant shall pay when due all the rents or charges for utilities used by the Tenant, which are or may be assessed or imposed upon the premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment or rent next due or within thirty (30) days of demand therefor, whichever occurs sooner.

5. Compliance with Laws, Etc.

The Tenant shall promptly comply with all Laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. Failure to so comply shall be grounds to terminate this Lease provided fifteen (15) days' notice to cure is served on Tenant. Any summons or citations issued by any governmental agency arising out of Tenant's use of the premises shall be the sole responsibility of the Tenant as additional rent hereunder. If Tenant requires a Certificate of Occupancy, same shall be obtained by Tenant and any inspections, repairs, etc. necessitated shall be done at Tenant's own expense.

6. Liability Insurance.

The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord and Tenant, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons,

for not less than \$50,000.00. The policy or policies of insurance or Certificate of Insurance naming Landlord entity as additional insured, shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. Failure to maintain liability insurance naming Landlord as an additional insured as described shall be a ground for termination of this Lease.

7. Restriction of Use.

The Tenant shall not occupy or use the premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

8. Mortgage Priority.

This Lease shall not be a lien against the said premises in respect to any mortgages that may hereinafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost which may be deemed necessary or desirable, to further effect and subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instrument shall entitle the Landlord to the option of cancelling this Lease, and the term hereof is hereby expressly limited accordingly.

9. Condemnation and Eminent Domain.

If the land and premises leased herein or of which the premises are a part, or, any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord or Tenant, may be terminated, upon thirty (30) days written notice to the other party, shall terminate and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or

conveyance in lieu of formal condemnation proceedings, and all rights of the Tenant to damages, if any are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

10. Fire and Other Casualty.

Intentionally omitted.

11. Reimbursement of Landlord.

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within Lease; the Landlord may, if the Landlord so elects, carry out the performance of such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease contained.

12. Inspection and Repairs.

The Tenant agrees that (i) the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making any such repairs or alteration therein or conduction any tests on the premises, including but not limited to, any soil and geological tests on site, as may be necessary for the future plans by the Landlord at this site; and (ii) Landlord may store any equipment or materials on the premises in connection with such alterations, repairs or testing. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs since all repairs to the premises are to be made by the Tenant subject to the Landlord's rights under Paragraph 3 above.

13. Right to Exhibit.

The Tenant agrees to permit the Landlord and the Landlord's agents, employees

or other representatives, at any time, to show the premises to persons wishing to rent or purchase the same, or persons retained by the Landlord to perform services for the future development of the site, and to be allowed to erect signage announcing the proposed development.

14. Removal of Tenant's Property.

Any equipment, fixtures, goods or other property of the Tenant, or Tenant's customers' property, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any. Should the Landlord be required to physically remove any such motor vehicles at the conclusion of this tenancy, any costs attributed to such removal shall be paid by the Tenant as additional Rent and shall be due upon demand.

15. Remedies Upon Tenant's Default.

If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; same to be paid as such deficiencies arise and are ascertained each month.

Notwithstanding anything to the contrary herein, Landlord's right of re-entry and repossession of the premises shall arise only in the event of abandonment or Tenant's lawful eviction or any other means governed by New Jersey Statutes or Case Law.

16. Termination on Default.

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency,

receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by the operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the terms hereof, upon giving to the Tenant or any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage, provided same is done in accordance with New Jersey law.

17. Non-Liability of Landlord.

The Landlord shall not be liable for and Tenant shall indemnify, defend and hold Landlord harmless from any claims, damages losses, costs and expense arising as a result of any damage or injury which may be sustained by the Tenant or any other person, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any other tenant, or the Landlord, Landlord's members, managing principals, employees or affiliates of Landlord, or the Landlord's representatives or agents or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption with, interruption of or failure beyond the reasonable control of the Landlord for any services to be furnished or supplied by the Landlord, including any act of vandalism to the premises, should that occur.

18. Non-Waiver By Landlord.

The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

19. Validity of Lease.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjusted to be invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Broker's Commission.

Both parties represent that they have not contacted a real estate broker nor owe any commission as a result of this Lease. Both parties indemnify the other for any claims for real estate commissions from the lease of this property.

21. Notices.

See Section 27.

22. Title and Quiet Enjoyment.

The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforementioned.

23. Entire Contract.

This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

24. Waiver of Subrogation Right.

The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

25. Real Estate Taxes.

Tenant is responsible for obtaining an exemption for the premises from real estate taxes. If Tenant is unable to obtain the exemption, the Tenant shall pay all real estate taxes associated with the premises during the term of this Lease. Tenant further represents that no real estate taxes, past or present, are due for the premises.

26. Right to Terminate.

Either party shall have a right to terminate this Lease upon giving to the other party [thirty (30) days] notice in writing of its intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the premises, by

force or otherwise, without liability for damage.

27. Notice.

All notices to be given hereunder shall be delivered by hand, or sent to the party to be notified, via certified mail, return receipt requested or sent by recognized overnight courier which provides evidence of receipt and shall be deemed given when delivered by hand or one (1) business day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed to the parties as follows, or such other address as may be designated in writing, which notice of change of address shall be given in the same manner:

If to the Landlord:

Rescore Montgomery, LLC
c/o Jimmy Hancock
One Town Center Road, Suite 600
Boca Raton, Florida 33486

and

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Marina I. Ross, Esq.

If to the Tenant:

City of Jersey City
City Clerk of Jersey City
280 Grove Street
Jersey City, NJ 07302

And

Jersey City Corporation Counsel
280 Grove Street
Jersey City, NJ 07302

28. Signatures.

The parties agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers have been authorized to sign and its corporate seal is affixed hereto.

29. Counterparts.

This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

30. Waiver of Trial by Jury.

LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THE LEASE.

31. Attorneys' Fees.

In the event of any dispute or to enforce the terms of this agreement the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and expenses (including, but not limited to, those charges for services in connection with representation before, during or after the trial level, upon all appellate levels, and in any bankruptcy or insolvency proceeding) in connection therewith.

[SIGNATURES TO FOLLOW]

Landlord:

Rescore Montgomery, LLC, a
Delaware limited liability company

By: _____

Joseph DiCristina, Authorized Signatory

Tenant:

City of Jersey City

By: _____

SCHEDULE A

Block: 15004

Lots: 15 and 31

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.167
TITLE: 3.D NOV 24 2015 4.C DEC 16 2015

Ordinance authorizing the City of Jersey City to enter into a month-to-month tenancy with Rescore Montgomery, LLC for off-street parking at 711 Montgomery Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>WATTERMAN</u> to close P.H. 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
RAMCHAL	✓			OSBORNE			ABSENT	WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JASON BURG

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
RAMCHAL	✓			OSBORNE			ABSENT	WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on NOV 24 2015
Adopted on second and final reading after hearing on DEC 16 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on DEC 16 2015

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: *[Signature]*
Rolando R. Lavarro, Jr., Council President

Date DEC 16 2015

APPROVED: *[Signature]*
Steven M. Fulop, Mayor

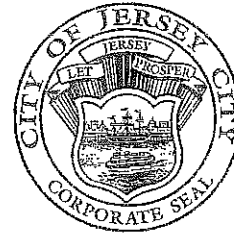
Date DEC 22 2015

Date to Mayor DEC 17 2015

City Clerk File No. Ord. 15.168

Agenda No. 3.E 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.168

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS
TENANT, TO EXTEND FOR A ONE YEAR TERM A LEASE
AGREEMENT WITH 18 ASH STREET REALTY, LLC, AS
LANDLORD, FOR SPACE LOCATED AT 46 STATE STREET, JERSEY
CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") has a need for storage space for equipment
used by the City's Fire and Emergency Services; and

WHEREAS, Ordinance 11-015, adopted on February 9, 2011, authorized a five year lease
agreement with 18 Ash Street Realty, LLC ("Landlord") to lease to the City approximately
6,000 square feet of space located at 46 State Street, Jersey City; and

WHEREAS, the lease term began on January 1, 2011 and ends on December 31, 2015; and

WHEREAS, the lease provides the City with options to extend the lease for up to two
additional one year terms; and

WHEREAS, the City desires to extend the lease for one additional year effective on
January 1, 2016; and

WHEREAS, the monthly base rent will be \$5,200.00 or \$62,400.00 annually plus real
property taxes which in the year 2016 will be \$14,000; and

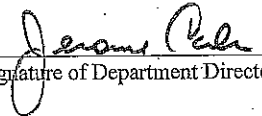
WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire
property by lease;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate
by Corporation Counsel, the Mayor or Business Administrator is authorized
to execute the attached Lease Agreement Extension with 18 Ash Street
Realty, LLC for space at 46 State Street;
- 2) The term of the Lease Agreement Extension is one year commencing on
January 1, 2016 and ending on December 31, 2016;
- 3) The total annual base rent shall not exceed \$62,400.00 and shall be payable
in 12 equal installments of \$5,200.00 payable on the first day of each month,
together with the 2016 real estate taxes in the amount of \$14,000.00
for a total of \$76,400.00; and
- 4) Funds for this lease will be available in the 2106 fiscal year temporary and
permanent budgets.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

RR
11-10-15

 11/17/15

Signature of Department Director Date

APPROVED AS TO LEGAL FORM

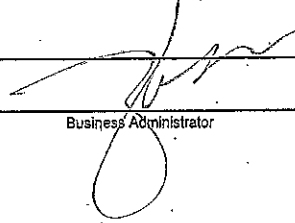


Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____



Business Administrator

LEASE AGREEMENT EXTENSION

This Lease Agreement Extension made this ____ day of _____, 2015 between the City of Jersey City, City Hall, 280 Grove Street, Jersey City, New Jersey, a municipal corporation of the State of New Jersey ("City" or "Tenant"), and 18 Ash Street, LLC, having an address at 18 Ash Street, Jersey City, New Jersey ("Landlord").

WHEREAS, the City has a need for storage space for equipment used by the City's Fire and Emergency Services; and

WHEREAS, , Ordinance 11-015, adopted on February 9, 2011, authorized a five year lease agreement with the Landlord to lease to the City approximately 6,000 square feet of space located at 46 State Street, Jersey City for a term beginning on January 1, 2011 and ending on December 31, 2015; and

WHEREAS, the lease provides the City with options to extend the lease for up to two additional one year terms; and

WHEREAS, the City desires to extend the lease for one additional year effective on January 1, 2016; and

WHEREAS, the monthly base rent will be \$5,200.00 or \$62,400.00 annually plus real property taxes which in the year 2016 will be \$14,000.00;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1) The City's Lease Agreement with the Landlord is extended for one year commencing on January 1, 2016 and ending on December 31, 2016.
- 2) The total annual base rent is \$62,400.00 and shall be payable in 12 equal installments of \$5,200.00 payable on the first day of each month, together with the 2016 real estate taxes in the amount of \$14,000.00 for a total annual cost of \$76,400.00.
- 3) All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Lease Agreement dated January 1, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City, by its Mayor or Business Administrator and 18 Ash Street, LLC by an authorized representative, have executed this Lease Agreement Extension and affixed their corporate seals thereto the day, month and year first above written.

City of Jersey City

Attest: _____
Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

18 Ash Street, LLC

Witness: _____

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS TENANT, TO EXTEND FOR A ONE YEAR TERM A LEASE AGREEMENT WITH 18 ASH STREET REALTY, LLC, AS LANDLORD. FOR SPACE LOCATED AT 46 STATE STREET, JERSEY CITY

Initiator

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4898	JCala@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Fire Department and the Office of Emergency Management have received a number of vehicles and large stockpiles of Homeland Security equipment.

The lease of this building is necessary to store and secure the vehicles and equipment because space is not available in the current city buildings.

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

11/13/15
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.168
TITLE: 3.E NOV 24 2015 4.D DEC 16 2015

An ordinance authorizing the City of Jersey City, as tenant to extend for a one year term a lease agreement with 18 Ash Street Realty, LLC, as landlord, for space located at 46 State Street, Jersey City.

RECORD OF COUNCIL VOTE ON INTRODUCTION. NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>WATTERMEN</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H. 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

Jason Burt

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

NOV 24 2015

Adopted on first reading of the Council of Jersey City, N.J. on _____

DEC 16 2015

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **DEC 16 2015**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., Council President
Date **DEC 16 2015**

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor
Date **DEC 22 2015**

Date to Mayor **DEC 17 2015**

City Clerk File No. Ord. 15.169

Agenda No. 3.F 1st Reading

Agenda No. 4.F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.169

TITLE: AN ORDINANCE APPROVING A TEN (10) YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED AT 460 GRAND STREET BY 456 GRAND REALTY URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, 456 Grand Realty Urban Renewal, LLC, ("the Entity") is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the owner of certain property known as Block 13801, Lot 6 on the City's Official Tax map, consisting of approximately .55 acres, and more commonly known by the street address of 460 Grand Street, and more specifically described by metes and bounds, in the application ("the Property"); and

WHEREAS, the Property is located within the Bates Street Redevelopment Plan Area, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, by an application dated August 7, 2015, the Entity applied for a ten (10) year long term tax exemption to construct a market rate residential rental project to consist of a ten (10) story building with approximately eighty-two (82) market rate residential rental units, seven-thousand, five-hundred and one (7,501) square feet of commercial and one-hundred and twelve (112) parking spaces totaling 15,945 square feet of parking ("the Project"); and

WHEREAS, the Project received site plan approval from the Planning Board on July 21, 2015; and

WHEREAS, 456 Grand Realty Urban Renewal, LLC has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge (ASC) or (ii) 12% of the Annual Gross Revenue, which sum is initially estimated to be \$277,515; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at \$5,550; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge estimated to be \$13,876; and
5. pay the sum of \$158,170 to the City's Affordable Housing Trust Fund;
6. execute a Project Employment & Contracting Agreement; and

7. Pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to the "Open Space Trust Fund" as required in the Bates Street Redevelopment Plan. The payments shall be made in three equal payments of \$89,833.33 on the same schedule used for the Affordable Housing Trust Fund payments.

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$21,406, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$277,515 to the City and an additional sum of approximately \$13,876 to Hudson County;
2. the Project will create approximately eighty (80) jobs during construction and twenty (20) new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Bates Street Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, the Entity has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of 456 Grand Realty Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, Block 13801, Lot 6, more commonly known by the street address of 460 Grand Street, more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of fifteen (15) years from the adoption of the within Ordinance or 10 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$277,515 upon Project Completion, whether or not the Project is occupied; or

- (b) 12% of the Annual Gross Revenue, which initial sum is estimated to be \$277,515, and which shall be subject to statutory increases during the term of the tax exemption.
- 3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$5,551;
- 4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$13,876;
- 5. Project: A residential rental project, which will consist of a ten (10) story building with approximately eighty-two (82) market rate residential rental units, 7,501 square feet of commercial space, 233 square feet of amenity space and one hundred and twelve (112) parking spaces totaling 15,945 square feet of parking;
- 6. Affordable Housing Trust Fund: \$1,500 per unit (82 units) or \$123,000, and \$1.50 per square foot of commercial space (7,501 sq. ft.) and \$1.50 per square foot of parking (15,945 sq. ft.) for a total of \$158,170. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement;
- 7. Staged Adjustments:
 - (a) Stage One: years 1-6: 12% of Annual Gross Revenue;
 - (b) Stage Two: year 7. The ASC beginning in year seven (7) through the end of year seven (7) would be the greater of twelve percent (12%) of gross revenue or twenty percent (20%) of conventional taxes;
 - (c) Stage Three: year 8. Beginning in year eight (8) through the end of year eight (8) the ASC would be the greater of twelve percent (12%) of Annual gross revenue, or forty percent (40%) of conventional taxes;
 - (d) Stage Four: year 9. Beginning in year nine (9) through the end of year nine (9) the ASC would be the greater of twelve percent (12%) of Annual gross revenue, or sixty percent (60%) of conventional taxes.
 - (e) Final Stage: Beginning on the 1st day of the 10th year through the date the tax exemption expires, an amount equal to the greater of twelve percent (12%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.
- 8. Execution of a Project Employment and Contracting Agreement;
- 9. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91st day at the same rate as the City charges for unpaid real estate taxes;
- 10. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.
- 11. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JJH 11/12/15

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Ten Year Tax Exemption for a Market Rate Mixed-use Rental Project to be Constructed by 456 Grand Realty Urban Renewal, LLC An Urban Renewal Entity pursuant to the Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq.

Initiator

Department/Division	Mayor's Office	
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	6542	mvigil@jcnj.org

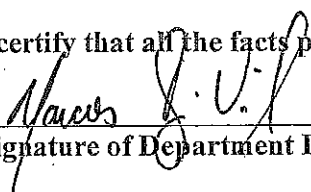
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The property is in Tier II of the Jersey City Tiered Tax Exemption Policy Map. The applicant has requested a term of the lesser of fifteen (15) years from the date of approval of an ordinance approving the abatement or ten (10) years from substantial completion of the project.

It will be new construction of a mixed-use ten (10) story building with eighty-two (82) market rate rental residential units, one hundred twelve (112) parking spaces and 7,734 square feet of commercial units. The project is within the Bates Street Redevelopment Plan Area. As allowed in the Redevelopment plan, the applicant will pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to an "Open Space Trust Fund". The application fee of \$9,500 was paid.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.169
TITLE: 3.F NOV 24 2015 4.E DEC 16 2015

An ordinance approving a ten (10) year tax exemption for a market rate rental project to be constructed at 460 Grand Street by 456 Grand Realty Urban Renewal, LLC, an urban renewal entity, pursuant to Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H. 7-0				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

KABILI TAYALI
YVONNE BALGER
LAKEN WASHINGTON

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on _____

NOV 24 2015

Adopted on second and final reading after hearing on _____

DEC 16 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **DEC 16 2015**

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

DEC 16 2015

APPROVED:

Steven M. Fulop, Mayor

Date

DEC 22 2015

Date to Mayor

DEC 17 2015

Re: 460 Grand Street
Approximately 0.55 Acres
Block 13801, Lot 6
Bates Street Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the 16th day of December, 2015 by and between **456 GRAND REALTY URBAN RENEWAL, LLC** an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 616 Gorge Road, Unit 2, Cliffside Park, New Jersey 07010 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner [or Lessee] pursuant to Deed [or Lease] dated December 18, 2014, of certain property designated as Block 13801, Lot 6, more commonly known by the street address of 460 Grand Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Bates Street Redevelopment Plan [Redevelopment Plan Area]; and

WHEREAS, the Entity plans to construct a ten (10) story building with approximately eighty-two (82) market rate residential units, 7,501 square feet of commercial space, 233 square feet of amenity space and a garage unit to contain approximately one-hundred and twelve (112) parking spaces totaling 15,945 square feet of parking; [Project]; and

WHEREAS, on July 21, 2015 the Project received site plan approval from the Planning Board; and

WHEREAS, on August 7, 2015, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance 15.____ on December 16, 2015, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$21,406 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$277,515;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$52,723 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$105,447 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately eighty (80) new construction jobs and twenty (20) new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Bates Street Redevelopment Plan, and will include the development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants

and the success of the Project; and

3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2105-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 15.____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue - Any and all revenue derived from or generated by the

Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all profit exceeding Allowable Net Profit, i.e., annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean 456 Grand Realty

Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 15.____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$21,406; and (b) upon Substantial Completion, the sum of \$277,515 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted

accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or

contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 13801, Lot 6, more commonly known by the street address 460 Grand Street, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a ten (10) story building with approximately eighty-two (82) market rate residential rental units and a garage unit to contain approximately one-hundred and twelve (112) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Rents [or Sale Prices, if Condominium]

The Entity represents that its good faith projections of the initial rents and other revenue [or sale prices, if condominium] to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for a term of the lesser of fifteen (15) years from the date of the adoption of Ordinance 15.____ on December 16, 2015 or ten (10) years from the original date of substantial completion of the project.

The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

- i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 12% of the Annual Gross Revenue. The

Annual Service Charge shall be billed initially based upon the Entity's estimate of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

The Entity agrees to a rate of twelve percent (12%) of Annual gross revenue, a two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County.

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 12% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual

Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two

(2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Trust Fund Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$158,170 or [\$1,500 per unit for 82 units and \$1.50 per square foot of commercial (there is 7,501 square feet of commercial) and \$1.50 per square foot of parking (there is 15,945 square feet of parking)] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Open Space Trust Fund Contribution

As required in the Bates Street Redevelopment Plan, the applicant shall pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to the "Open Space Trust Fund". The payments shall be made in three equal payments of \$89,833.33 on the same schedule used for the Affordable Housing Trust Fund payments.

Section 4.8 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other

economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the

Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Allowable Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force

and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement. If the Service Charge is calculated as a percentage of Total Project Costs, such costs must be included in the Total Project Costs for purposes of calculating the Annual Service Charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, currently 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and

property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 hereof and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount

which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

456 Grand Realty Urban Renewal, LLC
616 Gorge Road, Unit 2
Cliffside Park, New Jersey 07010

And to

George Garcia, Esq.
Genova Burns, LLC
30 Montgomery Street, Suite 1105
Jersey City, New Jersey 07302

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this

Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents [or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed [or Lease]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

456 GRAND REALTY URBAN RENEWAL, LLC

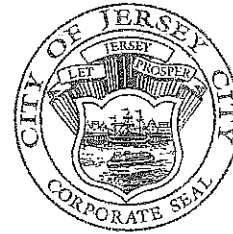
ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

City Clerk File No. Ord. 15.170
Agenda No. 3. G 1st Reading
Agenda No. 4. F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.170

TITLE: ORDINANCE APPROVING A FIFTEEN (15) YEAR TAX EXEMPTION FOR AN INDUSTRIAL PROJECT TO BE CONSTRUCTED BY HUDSON MAIN URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ, FOR THE PROPERTY DESIGNATED AS BLOCK 27401, LOT 41, ON THE CITY S TAX MAP, AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 143 CHAPEL AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Hudson Main Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the Entity); and

WHEREAS, the Entity is the owner of certain property known as Block 27401, Lot 41, on the City's Official Tax map, consisting of approximately 2.062 acres, more commonly known by the street address of 143 Chapel Avenue and more specifically described by metes and bounds, in the application ("the Property"); and

WHEREAS, the Property is located within the Chapel Avenue Industrial Park Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, the Entity is the owner/operator of Eastern Millwork, Inc. ("EMI") which is a manufacturer and installer of high-end millwork and is currently operating out of a factory located adjacent to the subject Property at 18 Chapel Avenue; and

WHEREAS, EMI has been operating at 18 Chapel Avenue since 2003, but the company must vacate the facility by February, 2017 due to serious ground contamination; and

WHEREAS, EMI employs thirty-eight (38) full time employees at its current location; and

WHEREAS, ten (10) of EMI's current employees are Jersey City residents and fifty-two percent (52%) of EMI's current employees are minorities; and

WHEREAS, EMI also employs an additional eighteen (18) full-time union field installers who work off-site; and

WHEREAS, the average salary for the thirty-eight (38) on-site employees is in excess of \$50,000 per year plus full company paid health benefits; and

WHEREAS, if EMI moves to a location outside of Jersey City, local jobs may be lost; and

WHEREAS, by an application dated June 9, 2015, the Entity applied for a fifteen (15) year, long term tax exemption to construct a new factory to consist of a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space and thirteen-thousand and three-hundred square feet of parking space [Project]; and

WHEREAS, the Project received site plan approval from the Planning Board on May 5, 2015; and

WHEREAS, Hudson Main Urban Renewal, LLC has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge (ASC) or (ii) 10% of the Annual Gross Revenue, which sum is initially estimated to be \$45,000; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee to the City (\$900); and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge upon receipt of that charge (\$2,250); and
5. pay the sum of \$24,250 (\$0.10 x 43,000 square feet of industrial space and \$1.50 x 13,300 square feet of parking space) to the City's Affordable Housing Trust Fund; and
6. execute a Project Employment & Contracting Agreement; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$13,004, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$45,000 to the City;
2. it is expected that the Project will create approximately twenty-five (25) jobs during construction and retain thirty-eight (38) permanent, full-time jobs after construction;
3. the Project will stabilize and contribute to the economic growth of the City by keeping industrial jobs in the City;
4. the Project will further the overall redevelopment objectives of the Chapel Avenue Industrial Park Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the Project for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors who are needed to finance the Project; and
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget which will insure the likelihood of the success of the Project; and

WHEREAS, Hudson Main Urban Renewal, LLC has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. The application of Hudson Main Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 27401, Lot 41, more commonly known by the street address of

143 Chapel Avenue, and more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: The applicant has requested a term of the lesser of twenty (20) years from the date of approval of an ordinance approving the abatement or fifteen (15) years from substantial completion of the Project;
 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$45,000 upon Project Completion; or
 - (b) 10% of the Annual Gross Revenue, which initial sum is estimated to be \$45,000, and which shall be subject to statutory increases during the term of the tax exemption.
 3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$900;
 4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$2,250;
 5. Project: new construction of a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space and thirteen-thousand and three-hundred square feet of parking space
 6. Affordable Housing Trust Fund: \$0.10 x 43,000 square feet of industrial space and \$1.50 x 13,300 square feet of parking space, for a total of approximately \$24,250;
 7. Staged Adjustments:
 - (a) Stage One: years 1-6: 10% of Annual Gross Revenue;
 - (b) Stage Two: year 7. The ASC beginning in year seven (7) through the end of year nine (9) would be the greater of ten percent (10%) of gross revenue or twenty percent (20%) of conventional taxes;
 - (c) Stage Three: year 10. Beginning in year ten (10) through the end of year eleven (11) the ASC would be the greater of twelve percent (10%) of Annual gross revenue, or forty percent (40%) of conventional taxes;
 - (d) Stage Four: year 12. Beginning in year twelve (12) through the end of year thirteen (13) the ASC would be the greater of ten percent (10%) of Annual gross revenue, or sixty percent (60%) of conventional taxes.
 - (e) Final Stage: Beginning on the 1st day of year fourteen (14) year through the date the tax exemption expires, an amount equal to the greater of ten percent (10%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.
 8. Execution of a Project Employment and Contracting Agreement;
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file

in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 11/15/15

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Hudson Main Urban Renewal, LLC, is applying for a Fifteen (15) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq. Designated as Block 27401 Lot 41 on the City's Tax Map and known as 143 Chapel Avenue.

Initiator

Department/Division	Mayor's Office	
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	(201) 547-5200	mvigil@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

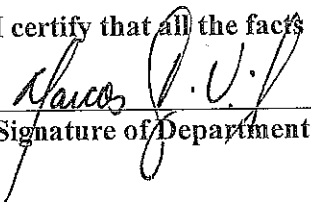
Resolution Purpose

The applicant, Hudson Main Urban Renewal, LLC, is applying for a Fifteen (15) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a single story industrial building located on vacant land within the Chapel Avenue Industrial Park Redevelopment Plan area. Eastern Millwork, Inc., an affiliate of the applicant, will be the sole tenant of this facility.

The proposed project will be a one story 43,000 square foot industrial building with an office mezzanine on property that is currently vacant.

The application fee of \$9,500 was paid.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.170
TITLE: 3.G NOV 24 2015 4.F DEC 16 2015

Ordinance approving a fifteen (15) year tax exemption for an industrial project to be constructed by Hudson Main Urban Renewal, LLC, pursuant to the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., for the property designated as Block 27401, Lot 41, on the City's tax map, and more commonly known by the street address of 143 Chapel Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H. 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
RAMCHAL	✓			OSBORNE			ABSENT	WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

OMAR ALIZ
RACHEL KING
ANGEL CABRERA
MAELLI MANIAR
BUD ERSIE
ROBERT O'HARE
KABILI TAYALI
JAMES BONALSKI
ANGEL MARTINEZ
RICKY SMITH
JULIO CAMARILLO
ALLISON KRONE
JAYSON BURG
FRANK GARGIULO
YVONNE BAKER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY.											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
RAMCHAL	✓			OSBORNE			ABSENT	WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on NOV 24 2015

Adopted on second and final reading after hearing on DEC 16 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on DEC 16 2015

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date DEC 16 2015

APPROVED:

Steven M. Fulop, Mayor

Date DEC 22 2015

Date to Mayor DEC 17 2015

City Clerk File No. Ord. 15.172

Agenda No. 3.1 1st Reading

Agenda No. 4.6 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.172

**TITLE: AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL
IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON
NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE
STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND
MARIN BOULEVARD**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOES ORDAIN:

WHEREAS, in the mid 1990's business owners and property owners located in the downtown commercial area along the eastern termini of Newark Avenue and Christopher Columbus Drive petitioned the Municipal Council to create a Special Improvement District along the eastern termini of Newark Avenue and Christopher Columbus Drive and including parts of Jersey Avenue, Barrow Street and Grove Street under N.J.S.A. 40:56-65 et seq.; and

WHEREAS, on April 9, 1997, by virtue of the adoption of City Ordinance 97.021 as amended on July 16, 2003 by City Ordinance 03.096, the Historic Downtown Business District was established and an assessment against the owners within the district was approved; and

WHEREAS, the Board of the Historic Downtown Special Improvement District Management Corporation has petitioned the Municipal Council to expand the existing boundaries of the District to add certain properties along Newark Avenue and Third Street ending at Brunswick Street; Second Street ending at Coles Street and Coles Street ending at Second Street; Erie Street ending at First Street; Grove Street ending at York Street and certain properties located along parts of Montgomery Street, Mercer Street and Marin Boulevard (the Expansion Area); and

WHEREAS, the location of the Expansion Area is depicted on the map attached hereto as Exhibit A and which is also on file in the Office of the City Clerk; and

WHEREAS, the Board of the Historic Downtown Special Improvement District Management Corporation has forwarded to the Municipal Council certain reports and petitions pertaining to this proposed expansion and these reports and petitions are also on file in the Office of the City Clerk; and

WHEREAS, the Municipal Council has reviewed the submissions of the Board of the Historic Downtown Special Improvement District Management Corporation and pursuant to N.J.S.A. 40:56-65 et seq., the Municipal Council makes the following findings:

1. Businesses, property owners and tenants within the Historic Downtown Special Improvement District Expansion Area will benefit from the establishment of an expanded Historic Downtown Special Improvement District and therefore, the City of Jersey City as a whole will also benefit; and
2. The Historic Downtown Special Improvement District Management Corporation will provide administrative and other services to benefit businesses, property owners, tenants, employees, residents and consumers throughout the Historic Downtown area;
3. A special assessment shall be imposed and collected by the City on all properties located within the expanded Historic Downtown Special Improvement District; and

AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND MARIN BOULEVARD

4. All special assessments shall be transferred in their entirety to the Historic Downtown Special Improvement District Management Corporation consistent with the purposes of this Ordinance and the exercise of the powers granted to it by the Act.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the following supplements to Chapter 69 (SPECIAL IMPROVEMENT DISTRICTS) Article III (HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT) of the Jersey City Municipal Code are hereby adopted:

ARTICLE III - Historic Downtown Special Improvement District

§ 69-20. - Purpose.

The purposes of this article are to:

- A. Promote economic growth and employment within the expanded Historic Downtown Business District.
- B. Foster and encourage self-help programs to enhance the local business climate.
- C. Create a self-financing Special Improvement District to assist in meeting local needs, goals and objectives.
- D. Designate a District Management Corporation to implement and manage the programs and carry out local needs, goals and objectives.
- E. Impose and collect a special assessment on commercial, industrial and vacant property located within the Historic Downtown District, as expanded.

§ 69-21. - Definitions.

As used in this article, the following terms shall have the meanings indicated:

SPECIAL IMPROVEMENT DISTRICT (also referred to as "DISTRICT") - That area of Historic Downtown described by block and lot numbers and street addresses as set forth in ~~amended~~ Schedule A and designated by this article in which a special assessment on property shall be imposed for the purposes of promoting the economic and general welfare of the district and city.

DISTRICT MANAGEMENT CORPORATION - The Historic Downtown Special Improvement District Management Corporation, (also referred to as "Management Corporation"), an entity incorporated pursuant to Title 15A of the New Jersey Statutes and designated by this article to receive funds collected by a special assessment within the Special Improvement District, as authorized by this article and any amendments thereto.

§ 69-22. - Legislative findings.

NO CHANGE.

§ 69-23. - District created; applicability.

- A. There is hereby created and designated within the City of Jersey City a Special Improvement District to be known as the "Historic Downtown Special Improvement District," consisting of those properties designated by tax block and lot and street address on Schedule A on file in the office of the City Clerk and as depicted on the map attached hereto dated April 27, 2015 also known as as Exhibit A. The Special

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL
IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON
NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE
STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND
MARIN BOULEVARD**

Improvement District shall be subject to special assessments on all affected property within the district, which assessment shall be imposed by the city for the purposes of promoting the economic and general welfare of the district and the city.

- B. All commercial, industrial and vacant properties within the Special Improvement District, including all private, nonresidential properties and properties subject to payment in lieu of taxes; the nonresidential portions of properties containing more than one use and tax-exempt land; and tax-exempt land which contains improvements subject to property tax are deemed included in the assessing and taxing provisions of this article and are expressly subject to any fee, tax or assessment made for Special Improvement District purposes.
- C. Only those properties within the Special Improvement District that are fully tax-exempt or used exclusively for residential purposes and those portions of mixed-used properties that are residential are deemed excluded from the assessing provisions of this article and are expressly exempt from any fee, tax or assessment made for Special Improvement District purposes.

§ 69-24. - Appeals from inclusion.

NO CHANGE.

§ 69-25. - Assessments.

NO CHANGE.

§ 69-26. - District Management Corporation designated.

NO CHANGE.

§ 69-27. - Powers of District Management Corporation.

NO CHANGE.

§ 69-28. - Bylaws.

NO CHANGE.

§ 69-29. - Municipal powers retained.

NO CHANGE.

§ 69-30. - Fiscal year; annual budget.

- A. The fiscal year of the district shall be July 1 through June 30.
- B. The District Management Corporation shall submit a detailed annual budget for the upcoming calendar year by no later than April 1 to the Mayor and Municipal Council.

AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND MARIN BOULEVARD

- C. The budget shall be submitted with a report which explains how the budget contributes to the goals and objectives for the Special Improvement District. The budget shall be reasonably itemized and shall include a summary of the categories of costs properly chargeable as follows:
 - (1) The amount of such costs to be charged against general funds of the municipality, if any.
 - (2) The amount of costs to be charged and assessed against properties benefited in the district in proportion to benefits which shall be the aggregate costs of annual improvements to be made in the district during the ensuing year.
 - (3) The amount of costs, if any, to be specially taxed against properties in the district.
- D. The budget shall be introduced, approved, amended and adopted by resolution passed by not less than a majority of the full membership of the Municipal Council. The procedure shall be as follows:
 - (1) Introduction and approval.
 - (2) Public advertising.
 - (3) Public hearing.
 - (4) Amendments and public hearings, if required.
 - (5) Adoption.
- E. The budget shall be introduced, in writing, at a meeting of the Municipal Council. Approval thereof shall constitute a first reading, which may be by title.

§ 69-31. - Fiscal requirements; annual report; audit.

NO CHANGE.

§ 69-32. - Amendments.

NO CHANGE.

§ 69-33. - Implementation.

This Special Improvement District shall become operable when the bylaws of the Expanded Historic Downtown Management Corporation are adopted by a vote of the eligible participants in the manner provided for in the draft bylaws on file with the City Clerk.

§ 69-34. - Severability.

NO CHANGE.

§ 69-35. - When effective.

This article shall take effect upon passage and publication as required by law nunc pro tunc July 1, 2003 and adoption of the bylaws of the Expanded Historic Downtown Management Corporation.

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL
IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON
NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE
STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND
MARIN BOULEVARD**

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted.

For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

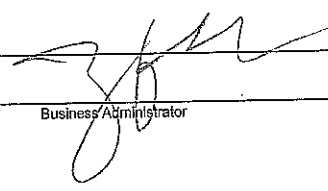
JJH 11/4/15

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED:  _____

APPROVED: _____
Business Administrator

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.172
TITLE: 3.H NOV 24 2015 4.G DEC 16 2015

An ordinance amending the Historic Downtown Special Improvement District to include additional properties on Newark Avenue, Second Street, Third Street, Coles Street, Erie Street, Grove Street, Mercer Street, Montgomery Street and Marin Boulevard.

RECORD OF COUNCIL VOTE ON INTRODUCTION NOV 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING DEC 16 2015											
Councilperson <u>WATTERMEN</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H. 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JOYSON BURG

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

NOV 24 2015

Adopted on first reading of the Council of Jersey City, N.J. on _____

DEC 16 2015

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **DEC 16 2015**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

DEC 16 2015

APPROVED:

Steven M. Fulop, Mayor

Date

DEC 22 2015

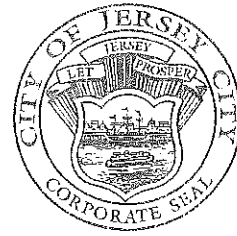
Date to Mayor

DEC 17 2015

City Clerk File No. Ord. 15.151

Agenda No. 3.F 1st Reading

Agenda No. 4.H 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.151

TITLE ORDINANCE APPROVING 1) A TAX EXEMPTION FOR OCEAN TOWERS PRESERVATION, LLC; PURSUANT TO THE NJ HOUSING AND MORTGAGE FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ; AND 2) TERMINATION OF THE EXISTING TAX EXEMPTION WITH OCEAN TOWERS ASSOCIATES, LP / MT. CARMEL GUILD PURSUANT TO THE LIMITED DIVIDEND LAW, N.J.S.A. 55:16-1 ET SEQ., FOR 425 OCEAN AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the project was originally known as Block 1333, Lots A, A1, A2, A3 & A4 (currently known as Block 25805, Lot 6), more commonly known by the street address of 425 Ocean Avenue, Jersey City, New Jersey, all of which is located within the boundaries of the Bergen-Lafayette Redevelopment Plan Area; and

WHEREAS, by a resolution dated December 19, 1972, the City of Jersey City approved a tax exemption for Mt. Carmel Guild [Entity] to construct 99 units of affordable rental housing, pursuant to N.J.S.A. 55:16-1, the Limited Dividend Housing Corporation Law, and funded by a loan from the New Jersey Housing Mortgage and Finance Agency [NJHMFA], which tax exemption expires on December 19, 2020; and

WHEREAS, it appears that Mt. Carmel Guild conveyed the project and assigned the tax exemption to Ocean Towers Associates, LP, in 1983 without the consent of the City; and

WHEREAS, the project is now in need of renovations to replace the existing windows, facade repair, elevator modernization, handicap accessibility, replacing lighting and plumbing fixtures, security cameras and exterior fence; and

WHEREAS, Ocean Towers Associates, LP, wishes convey title to the project to Ocean Towers Preservation, LLC, and terminate its tax exemption; and

WHEREAS, Ocean Towers Preservation, LLC, has applied for a new 20 year tax exemption pursuant to the New Jersey Home Mortgage and Finance Agency [NJHMFA] and to secure funds from the NJHMFA in part to renovate the project; and

WHEREAS, the Deed Restrictions, NJHMFA Regulatory Agreement and Mortgage shall keep the project affordable until at least 2035; and

WHEREAS, *Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u; 24 CFR Part 135] is the federal directive requiring preferences for low- and very low-income residents of the local community and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded affordable housing projects; and*

WHEREAS, *in connection with the approval of an application to amend and extend its tax exemption, Ocean Towers has proposed to undertake capital improvements to the project costing approximately \$2.9 million from the proceeds of sale that the amended tax exemption will facilitate; and*

ORDINANCE APPROVING 1) A TAX EXEMPTION FOR OCEAN TOWERS PRESERVATION, LLC; PURSUANT TO THE NJ HOUSING AND MORTGAGE FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ; AND 2) TERMINATION OF THE EXISTING TAX EXEMPTION WITH OCEAN TOWERS ASSOCIATES, LP / MT. CARMEL GUILD PURSUANT TO THE LIMITED DIVIDEND LAW, N.J.S.A. 55:16-1 ET SEQ., FOR 425 OCEAN AVENUE

WHEREAS, although HUD dollars are not funding the proposed capital project, Ocean Towers has agreed to comply with the Section 3 regulations as if they were HUD dollars and to annually report to the City of Jersey City (instead of HUD) on its use of such funds; and

WHEREAS, in the event Ocean Towers fails to comply with the Section 3 requirements, including the timely filing of reports with the City of Jersey City, the failure shall constitute a material default of the financial agreement; and

WHEREAS, it is in the best interests of the City of Jersey City to preserve the 99 units as affordable housing until at least 2035, by adopting the within ordinance, *subject to compliance with the Section 3 requirements.*

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The Application of Ocean Towers Preservation, LLC, an Entity formed and qualified to do business under the provisions of the Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq., for a tax exemption; and the termination of the tax exemption approved in 1972 pursuant to the Limited Dividend Housing Corporation Law, N.J.S.A. 55:16-1, for Ocean Towers Associates, LP/Mt. Carmel Guild, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute an Amended Financial Agreement with Ocean Towers Preservation, LLC, subject to the following minimal terms:

- i) Project: Block 25805, Lot 6 (f/k/a Block 1333, Lots A, A1, A2, A3 & A4) but will continue to be more commonly known by the street address of 425 Ocean Avenue;
- ii) Service Charge: at least equal to 6.28% per annum or such percentage as will render a minimal service charge equal to no less than \$137,656;
- iii) Term: the earlier of: twenty (20) years from the effective date of the ordinance approving this tax exemption or eighteen (18) years from the date of the recording of the HMFA mortgage;
- iv) Waiver and Release: The Entity shall execute a release and waiver as to any overpayment of service charges or any other claims that may have accrued to date on behalf of any Entity that was, is or will become a party to any Financial Agreement;
- v) *Section 3 - Hiring and Contracting: The Entity shall comply with the hiring and contracting requirements of Section 3, 12 USC 1701u; 24 CFR Part 135 for all of the capital improvements.*

C. The application for the tax exemption is on file with the office of the City Clerk. The tax exemption Financial Agreement shall be in substantially the form attached, subject to such modifications as the Business Administrator or Corporation Counsel deems appropriate or necessary.

D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDINANCE APPROVING 1) A TAX EXEMPTION FOR OCEAN TOWERS PRESERVATION, LLC; PURSUANT TO THE NJ HOUSING AND MORTGAGE FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ; AND 2) TERMINATION OF THE EXISTING TAX EXEMPTION WITH OCEAN TOWERS ASSOCIATES, LP / MT. CARMEL GUILD PURSUANT TO THE LIMITED DIVIDEND LAW, N.J.S.A. 55:16-1 ET SEQ., FOR 425 OCEAN AVENUE

E. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

F. This ordinance shall take effect at the time and in the manner provided by law.

G. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JM/he
12/09/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE APPROVING 1) A TAX EXEMPTION FOR OCEAN TOWERS PRESERVATION, LLC; PURSUANT TO THE NJ HOUSING AND MORTGAGE FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ; AND 2) TERMINATION OF THE EXISTING TAX EXEMPTION WITH OCEAN TOWERS ASSOCIATES, LP / MT. CARMEL GUILD PURSUANT TO THE LIMITED DIVIDEND LAW, N.J.S.A. 55:16-1 ET SEQ., FOR 425 OCEAN AVENUE

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	vigilm@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The project was initially granted a tax exemption pursuant to a resolution dated December 19, 1972, to construct 99 units of affordable rental housing, under the Limited Dividend Housing Corporation Law, which expires on December 19, 2020. It appears that the original owner, Mt. Carmel Guild, conveyed the project and assigned the tax exemption to Ocean Towers Associates, LP, in 1983 without the consent of the City.

The project is now in need of renovations and the current owner, Ocean Towers Associates, LP, wishes convey title to the project to Ocean Towers Preservation, LLC; terminate its tax exemption; and has applied for a new 20 year tax exemption under the New Jersey Home Mortgage and Finance Agency [NJHMFA] and to secure funds from the NJHMFA in part to renovate the project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.151
TITLE: 3.F OCT 28 2015 4.E

NOV 10 2015 4.H DEC 16 2015

Ordinance approving 1) Tax exemption for Ocean Towers Preservation, LLC.; pursuant to the NJ Housing and Mortgage Finance Agency Law N.J.S.A.55:14K-1 et seq., and 2) Termination of the existing tax exemption with Ocean Towers Associates, LP - Mt. Carmel Guild pursuant to the Limited Dividend Law, N.J.S.A.55:16-1 et seq., for 425 Ocean Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION <u>OCT 28 2015</u> <u>9-0</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <u>NOV 10 2015</u> <u>9-0</u>											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>OSBORNE</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JOAN TERRELL
NICK CANCELOSI
MATTHEW C. KARRONBERG
ARNOLD WILLIAMS
YVONNE BALCEN

JOSEPHINE PRIGE
MONIQUE K. ANDREWS
KABILI TAYARI

TABLED 9-0 AFTER THE CLOSE OF THE PUBLIC HEARING
AT THE 11/10/15 MEETING ON A MOTION BY COUNCILPERSON
COLEMAN, SECONDED BY COUNCILPERSON RAMCHAL.

MOTION TO REMOVE 11.5.
FROM TABLED AGENDA BY
COUNCILPERSON LAVARRO,
SECONDED BY COUNCILPERSON
COLEMAN.

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY <u>DEC 16 2015</u>											
Councilperson <u>LAVARRO</u>				moved to amend* Ordinance, seconded by Councilperson <u>RAMCHAL</u>				& adopted <u>7-0</u>			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE		ABSENT		WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF FINAL COUNCIL VOTE <u>DEC 16 2015</u> <u>7-0</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE		ABSENT		WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

OCT 28 2015

Adopted on second and final reading after hearing on

DEC 16 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on DEC 16 2015

Robert Byrne, City Clerk

*Amendment(s)

ALL AMENDMENTS ARE IN ITALICS

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

DEC 16 2015

APPROVED:

Steven M. Fulop, Mayor

Date

DEC 22 2015

Date to Mayor

DEC 16 2015

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

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Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	vigilm@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

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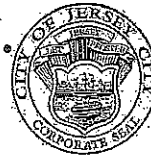
The project is now in need of renovations and the current owner, Ocean Towers Associates, LP, wishes convey title to the project to Ocean Towers Preservation, LLC; terminate its tax exemption; and has applied for a new 20 year tax exemption under the New Jersey Home Mortgage and Finance Agency [NJHMFA] and to secure funds from the NJHMFA in part to renovate the project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 15.151
TITLE: 3.F OCT 28 2015 4.E NOV 10 2015 4.H DEC 16 2015

Ordinance approving 1) Tax exemption for Ocean Towers Preservation, LLC.; pursuant to the NJ Housing and Mortgage Finance Agency Law N.J.S.A.55:14K-1 et seq., and 2) Termination of the existing tax exemption with Ocean Towers Associates, LP - Mt. Carmel Guild pursuant to the Limited Dividend Law, N.J.S.A.55:16-1 et seq., for 425 Ocean Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION OCT 28 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING NOV 10 2015 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> , to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JOAN TERRELL
NICK CABELLOS
MATTHEW C. KARRONBERG
ARNOLD WILLIAMS
YVONNE BALCEA

JOSEPHINE PRICE
MONIQUE K. ANDREWS
KABIL TAYAR

TABLED 9-0 AFTER THE CLOSE OF THE PUBLIC HEARING
AT THE 11/10/15 MEETING ON A MOTION BY COUNCILPERSON
COLEMAN, SECONDED BY COUNCILPERSON RAMCHAL.

MOTION TO REMOVE 11.5.
FROM TABLED AGENDA BY
COUNCILPERSON LAVARRO,
SECONDED BY COUNCILPERSON
COLEMAN.

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY DEC 16 2015											
Councilperson <u>LAVARRO</u> moved to amend* Ordinance, seconded by Councilperson <u>RAMCHAL</u> & adopted <u>7-0</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
RAMCHAL	✓			OSBORNE				WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF FINAL COUNCIL VOTE DEC 16 2015 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
RAMCHAL	✓			OSBORNE				WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

OCT 28 2015

Adopted on second and final reading after hearing on

DEC 16 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on DEC 16 2015

Robert Byrne, City Clerk

*Amendment(s):

ALL AMENDMENTS ARE IN ITALICS

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

DEC 16 2015

APPROVED:

Steven M. Fulop, Mayor

Date

DEC 22 2015

Date to Mayor

DEC 16 2015